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resulting imposition on the public precludes its transfer. *Blakely v. Sousa* (1900) 197 Pa. 305, 47 Atl. 286; *Messer v. Fadettes* (1897) 168 Mass. 140, 46 N. E. 407; Nims, *Unfair Competition* (2d ed. 1917) sec. 17. The second is where the good will is not attached to any tangible property, but consists of a clientage or a regulated system of business connections, possessing all the advantages which an established business has over a new enterprise. This is often the subject of sale. *Brett v. Ebel* (1898) 29 App. Div. 256, 51 N. Y. Supp. 573 (an unequivocal statement that such good will may be sold independently); *In re Vivanti's Estate* (1910) 138 App. Div. 281, 122 N. Y. Supp. 954 (transfer by deceased partner's widow of his good will to surviving partner); *Webster v. Williams* (1896) 62 Ark. 101, 34 S. W. 537 (goodwill and practice); *Dwight v. Hamilton* (1873) 113 Mass. 175; *Thompson v. Winnebago* (1878) 48 Iowa, 155 (land agent's book of addresses). An anomalous situation exists if it may not be mortgaged. The third group is where the good will is incident to, and can be transferred only with, tangible property or ownership of the business. *Johnson v. Bruzek* (1919) 142 Minn. 454, 172 N. W. 700; Hopkins, *Trademarks* (3d ed. 1917) sec. 96. The principles governing the transfer of this class of good will apply to trade-marks. See *Bulte v. Igleheart Bros.* (1905, C. C. A. 7th) 137 Fed. 492. They can be mortgaged, of course, only in the same manner as they are sold. *Metropolitan Nat. Bank v. St. Louis Dispatch Co.* (1888, C. C. E. D. Mo.) 36 Fed. 722, affirmed 149 U. S. 436. If the concept of good will in gross is recognized in the cases of the second group, what prevents the separation of good will from other property in those of the third group? It has a separate existence for every purpose except transfer. Its technical union with other property, resulting from the fact that it never has been recognized as a separate entity, has the argument of convenience rather than necessary logic to support its continuance. But the separation is avoided perhaps for the cogent reason of preventing fraud on the public, and upon this ground the instant case seems to be correctly decided. See *Bulte v. Igleheart Bros.*, *supra*; cf. *Materne v. Horwitz* (1886) 101 N. Y. 469, 5 N. E. 331; *Morgan v. Rogers* (1884, C. C. D. R. I.) 19 Fed. 596.

PROPERTY—NATURE OF DOWER—TRANSFERABILITY WHEN CONSUMMATE.—The plaintiff claimed title to certain land through a deed of the defendant widow, delivered before assignment of dower, by which she purported to transfer all her interest. The widow had recovered possession in an action of ejectment against her grantee under the Homestead Act of 1895 (Mo. Rev. Sts. 1899, sec. 3620), but had forfeited this right of homestead by her subsequent marriage. The plaintiff now claimed that the widow's dower interest revived on her remarriage and that, having obtained her interest by deed, he was entitled to possession. *Held*, that the dower consummate was assignable under statute (Mo. Rev. Sts. 1919, sec. 316), and that it revived on the widow's remarriage, but that the action was barred by the statute of limitations running from the time of revival. *C. M. Smith Bros. Land & Investment Co. v. Phillips* (1921, Mo.) 233 S. W. 413.

Dower is an incident of the marriage contract. 1 Tiffany, *Real Property* (1920 ed.) sec. 208. In feudal times land could not be devised, and, without dower, a widow would have had no means of support, being unable to acquire land in her own right during coverture. 1 Scribner, *Dower* (1st ed. 1867) 21 (for historical origin, see *ibid.* ch. 1). Many jurisdictions continue in the feudal contract view as illustrated by the fact that dower is not subject to an inheritance tax, the widow taking by purchase and not by descent. *In re Bullen's Estate* (1915) 47 Utah, 96, 151 Pac. 533; *Randolph v. Craig* (1920, M. D. Tenn.) 267 Fed. 993; cf. (1920) 30 YALE LAW JOURNAL, 534; *contra*, *Corporation Commission v. Dunn* (1917) 174 N. C. 679, 94 S. E. 481; cf. (1917) 16 MICH. L. REV. 276. In at least one jurisdiction the widow is a cotenant with the heirs. *Humphry v. Gerard* (1912) 85 Conn. 434, 83 Atl. 210. Before the death of the husband the interest

is inchoate, in the nature of an incumbrance on the land, indestructible by any act of the husband, and protected by courts of equity. It could be released to the holder of the fee but not assigned. See COMMENTS (1916) 1 CORN. L. QUART. 202. It is consummated by the death of the husband, and is then in the nature of a power, but it does not become vested at common law until after assignment. *Tiffany, op. cit.* sec. 231; *Daily v. Benn* (1921, Okla.) 198 Pac. 323. Like other choses in action dower consummate was not transferable. *Daily v. Benn, supra*; *Consolidation Coal Co. v. Grayson* (1919) 186 Ky. 314, 216 S. W. 848; *Heimbürger v. Holtapp* (1917) 206 Ill. App. 602. Statutes have quite generally been enacted, as in the instant case, either creating a vested estate immediately on death of the husband or permitting an equitable assignment. *Beal Burrow Dry Goods Co. v. Kessinger* (1918) 132 Ark. 132, 200 S. W. 1002; *Raulerson v. Peebles* (1920, Fla.) 84 So. 370. Every reason existing in feudal times for so closely protecting a widow has vanished with the modern emancipation of women. There seems to be no reason now why consummate dower should not be transferable, as any other chose in action by the modern view, even without the aid of statute.

PUBLIC SERVICE CORPORATIONS—DUTIES TO CITIZENS AS THIRD PARTY BENEFICIARIES UNDER IMPLIED CONTRACT.—The plaintiff florist, a customer of the defendant gas company, sued the latter for neglecting to furnish him with sufficient gas to keep his hot-house at a required temperature, by reason of which his plants were frozen. The defendant held a franchise from the city but had entered into no express contract to furnish any specified quantity of gas. *Held*, that by accepting the franchise the defendant entered into an implied contract to furnish citizens with such services as were reasonably required, and that the plaintiff was entitled to damages. *Humphreys v. Central Kentucky Natural Gas Co.* (1921, Ky. App.) 229 S. W. 117.

Gas companies are public service corporations. *Charleston Natural Gas Co. v. Low* (1901) 52 W. Va. 662, 44 S. E. 410; *Cook, Corporations* (4th ed. 1898) sec. 927; but see *contra*, *Commonwealth v. Lowell Gas Light Co.* (1866, Mass.) 12 Allen, 75. A duty exists under an express contract with a municipality to render reasonable service impartially to all entitled to receive it. *Shepard v. Milwaukee Gas Light Co.* (1859) 6 Wis. 539; *City of Saginaw v. Consumers Power Co.* (1921, Mich.) 182 N. W. 146. The corporation may be compelled by mandamus, in an action by an individual, to perform its contract. *Portland Natural Gas & Oil Co. v. State* (1893) 135 Ind. 54, 34 N. E. 818. Where a beneficiary is allowed to sue, he may recover damages for the breach of an *express* contract made for his benefit. *Corbin, Contracts for the Benefit of Third Persons* (1918) 27 YALE LAW JOURNAL, 1008, 1017. The present action justly implies a contract with the city to furnish gas to citizens in such quantities as were reasonably required. *Williams v. Mutual Gas Co.* (1884) 52 Mich. 499; *contra*, *McCune v. Norwich City Gas Co.* (1862) 30 Conn. 521. The instant case is in harmony with the Kentucky rule as to water companies, which are liable to citizens for neglecting to furnish sufficient water to extinguish fires. *Paducah Lumber Co. v. Paducah Water Supply Co.* (1889) 89 Ky. 340, 12 S. W. 554; *Gorrell v. Greensboro Water Supply Co.* (1889) 124 N. C. 328, 32 S. E. 720; *Mugge v. Tampa Waterworks Co.* (1906) 52 Fla. 371, 42 So. 81; *Corbin, Liability of Water Companies for Losses by Fire* (1910) 19 YALE LAW JOURNAL, 425. But curiously enough, this is a distinctly minority rule while the instant case is in accord with the majority rule which holds that public service gas corporations are liable to citizens for damages caused by breach of an express contract with the municipality to furnish service to the citizens. *Williams v. Mutual Gas Co.* (1884) 52 Mich. 499, 18 N. W. 236; *Baker v. New York Interurban Water Co.* (1920, Sup. Ct.) 113 Misc. 459, 184 N. Y. Supp. 833; *Pond v. New Rochelle Water Co.* (1906) 183 N. Y. 330, 76 N. E. 211.